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title from vesting, or as divesting it, no title exists in the donee. *Matter of Estate of Stone*, 132 Ia. 136, 109 N. W. 455. See *Mallott v. Wilson*, [1903] 2 Ch. 494, 501. A later acceptance, therefore, should not be allowed to revive the gift. This result should likewise follow a disclaimer by a *cestui* of a gift in trust. *White v. White*, 107 Ala. 417, 18 So. 3. See *Libby v. Frost*, 98 Me. 288, 292, 56 Atl. 906, 907. Again, where a legal life estate is disclaimed, the next estates are accelerated. *Adams v. Gillespie*, 2 Jones Eq. (N. C.) 244; *Fox v. Rumery*, 68 Me. 121. Equitable interests are likewise accelerated unless contrary to the intention of the donor. *Randall v. Randall*, 85 Md. 430, 37 Atl. 209; *Hall v. Smith*, 61 N. H. 144. In the principal case, if the son's interest has vested, that of the plaintiff would seem the more clearly to be extinguished. The court's interpretation, that the plaintiff merely assigned her right to her son, seems strained, for the plaintiff's intention in disclaiming was apparently to reject the gift altogether. An interpretation to fit the intention of the party at the time of the act would perhaps have been justifiable. Cf. *Nicolson v. Wordsworth*, 2 Swanst. 365.

**TRUSTS — CREATION AND VALIDITY — ORAL TRUST IN LAND ARISING FROM FAMILY SETTLEMENT.** — In pursuance of a family settlement six children, of whom the plaintiff was one, conveyed land to the defendant, their mother, upon an oral agreement that she would hold it in trust for them. The defendant later repudiated the agreement. Held, that a trust will be impressed on one-sixth of the property in favor of the plaintiff. *Apgar v. Connell*, 48 N. Y. L. J. 2557 (N. Y., Sup. Ct.).

The grantee of land who orally promises to hold it in trust cannot be compelled to carry out the express trust because of the Statute of Frauds, but if he refuses to perform he should be forced, as a constructive trustee, to reconvey; otherwise he is unjustly enriched. See 20 HARV. L. REV. 549, 551. This is the law in England, and in the United States as to trusts for others than the grantor. *Davies v. Otty*, 35 Beav. 208; *McKinney v. Burns*, 31 Ga. 295. In the United States most courts have refused to compel a reconveyance where the oral agreement is to hold in trust for the grantor, arguing that it is a virtual enforcement of the express trust. *Henderson v. Murray*, 108 Minn. 76, 121 N. W. 214. See *Lovett v. Taylor*, 54 N. J. Eq. 311, 317, 34 Atl. 896, 898. But see *Peacock v. Nelson*, 50 Mo. 256, 261. An exception is made, however, where the failure to perform is also a breach of a fiduciary relation between the grantor and the grantee. *Wood v. Rabe*, 96 N. Y. 414. In the principal case this exception has been extended to relations not strictly fiduciary. *Goldsmith v. Goldsmith*, 145 N. Y. 313, 39 N. E. 1067; *Gallagher v. Gallagher*, 135 N. Y. App. Div. 457, 120 N. Y. Supp. 18. Such an extension to a case which differs from the ordinary one only in the fact that the unjust enrichment is more obvious, makes clear the true ground for the exception. Its arbitrary extension may thus lead at length to a change in the rule.

**WATERS AND WATERCOURSES — CONVEYANCES AND CONTRACTS — ASSIGNMENT OF RIPARIAN RIGHTS.** — The plaintiffs, owners of river land, sold their entire frontage to the defendant power company, but reserved certain water power to be used upon interior lands. The river becoming low, the plaintiffs filed a bill in equity to enjoin the use by the defendants of any water necessary to supply the power so reserved. Held, that the injunction will be denied. *York Haven Water & Power Co. v. York Haven Paper Co.*, 201 Fed. 270.

A right to use the waters of a river may be given by deed by a riparian owner to an owner of non-riparian land. See *Ormerod v. Todmorden Joint Stock Mill Co.*, 11 Q. B. D. 155, 161. Conversely it would seem capable of reservation. That the non-riparian cannot get the full right of a riparian, however, is well settled in England, where the inland proprietor may not recover from a riparian